



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Baker, et al. Docket No.: 39740-0005A
Serial No.: 10/714,195 Group Art Unit: 1634
Filing Date: November 14, 2003 Examiner: Unassigned
Title: **GENE EXPRESSION PROFILING OF EGFR POSITIVE
CANCER**

MS: Petition

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

**STATEMENT OF FACTS BY GINGER R. DREGER IN SUPPORT OF
PETITION UNDER 37 CFR 1.47(a)**

Sir:

I, Ginger R. Dreger, declare as follows:

1. I am an attorney registered to practice before the United States Patent and Trademark Office under Registration No. 33,055, and am the attorney of record for the above-identified patent application.

2. On May 20, 2004, I prepared a letter to Dr. Jose Baselga, giving him instructions regarding the contents of the patent application and his duties as an inventor and requested that if the application was accurate and complete, then he should sign the Declaration and Assignment. Along with the letter, I enclosed the following: (a) a copy of the above-identified patent application as filed (including specification, claims and drawings); (b) a Combined Declaration for Patent Application and Power of Attorney; and (c) an Assignment.

3. I signed the letter, and instructed my assistant, Cheryl Rogers, to send the package to Dr. Baselga at his work address, via Federal Express (standard overnight delivery).

4. On May 24, 2004, Ms. Rogers received a delivery report from Federal Express indicating that the package had been signed and accepted for Dr. Baselga by S. Ello.

5. Subsequently, I asked Ms. Rogers to send an e-mail reminder to Dr. Baselga, which she did on June 24, 2004.

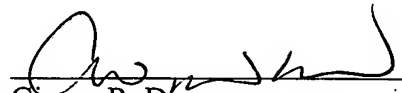
6. On July 30, 2004 I asked Ms. Rogers to make a further copy of the patent application, Declaration and Assignment, and re-send the package to Dr. Baselga by Federal Express, to the same work address. Subsequently, Ms. Rogers informed me that delivery was confirmed by Federal Express on August 2, 2004.

7. During the time between May 20, 2004 and July 30, 2004, I have made several telephone calls to Dr. Joffrey Baker at Genomic Health, Inc., assignee of the above-identified patent application, asking his assistance with obtaining Dr. Baselga's signature. I was informed that Dr. Baselga refused to sign the Declaration and Assignment documents.

8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issuing thereon.

Respectfully submitted,

Date: September 21, 2004


Ginger R. Dreger
Reg. No. 33,055

Heller Ehrman White & McAuliffe, LLP
Customer No. 25213
275 Middlefield Road
Menlo Park, CA 94025
Tel: (650) 324-7000
Fax: (650) 324-0638



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Baker, et al. Docket No.: 39740-0005A
Serial No.: 10/714,195 Group Art Unit: 1634
Filing Date: November 14, 2003 Examiner: Unassigned
For: GENE EXPRESSION PROFILING OF EGFR POSITIVE CANCER

**ADDED PAGE TO COMBINED DECLARATION AND POWER OF ATTORNEY FOR
SIGNATURE BY PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHERE NO
INVENTOR IS AVAILABLE TO SIGN AND ON BEHALF OF ALL THE INVENTOR(S) WHO
REFUSE(S) TO SIGN OR CANNOT BE REACHED (37 C.F.R. § 1.47(b))**

I, Randy Scott, Ph.D.
(Typed or Printed name of person authorized to sign on behalf of Genomic Health, Inc.)

I. I am a citizen of USA; residing at 24032 Oak Knoll Cr. Los Altos, CA 940

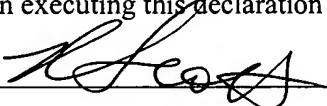
II. I,

- ☐ am a person with sufficient proprietary interest.
☒ am authorized by the following person or juristic entity with sufficient proprietary interest,

Genomic Health, Inc., 301 Pebnobscoot Drive, Redwood City, CA 94063

Chairman & CEO

Title of person executing this declaration on behalf of Assignee

Signature 

III. By virtue of this proprietary interest, I sign this declaration on behalf of, and as agent for:

Full Name of Non-Signing Inventor who:

- ☒ refuses to sign; or
☐ cannot be found or reached.

Note: The name of the non-signing inventor is also inserted at the appropriate prior space in the declaration, including the words "A petition has been filed for this unsigned inventor".

Jose Baselga

Name of non-signing inventor

Vall d'Hebron University Hospital, Pg. Vall de'hebron 119-120,
Barcelona 08035, SPAIN

Last known address of non-signing inventor

Spain

Country of citizenship of non-signing inventor

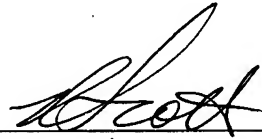
Note: Ordinarily, the last known address will be the last known residence of the non-signing inventor(s). A post office box is insufficient. Other addresses at which the non-signing inventor(s) may be reached should also be given (and these can best be given in the Statement of Facts In Support of Filing on Behalf of Non-signing Inventor). M.P.E.P. § 409.03(e), 6th ed.

IV. Upon information and belief, I aver those fact that the inventor is required to state, 37 C.F.R. § 1.64(b).

V. Accompanying this declaration is:

- (1) A Statement of Facts in Support of Filing on Behalf of Non-Signing Inventor;
- (2) A Statement By Person Signing on Behalf of Non-Signing Inventor Establishing proprietary Interest, to establish the proof of pertinent facts, and to show that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, and
- (3) The petition fee of \$130.00. (37 C.F.R. § 1.17 (i)).

Date: September 17, 2004



Randy Scott, Ph.D.
Chairman and CEO
Genomic Health, Inc.
(On behalf of non-signing inventor)



THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Baker, et al. Docket No.: 39740-0005A
Serial No.: 10/714,195 Group Art Unit: 1634
Filing Date: November 14, 2003 Examiner: Unassigned
Title: **GENE EXPRESSION PROFILING OF EGFR POSITIVE CANCER**

MS: Petition

Commissioner for Patents

P.O. Box 1450

Alexandria, Virginia 22313-1450

**DECLARATION OF CHERYL ROGERS IN SUPPORT OF PETITION
UNDER 37 CFR 1.47(a)**

Sir:

I, Cheryl Rogers, declare and state as follows: -

1. I am a patent assistant at the law firm of Heller Ehrman White and McAuliffe LLP.
2. On May 20, 2004, I sent a package to Dr. Jose Basalga containing the following:
(a) a letter prepared and signed by Ms. Ginger R. Dreger; (b) a copy of the above-identified patent application as filed (including specification, claims and drawings); (c) a Combined Declaration for Patent Application and Power of Attorney with a tab indicating the spot where Dr. Basalga was to sign; and (d) an Assignment with a tab indicating the spot where Dr. Basalga was to sign. The package was sent via Federal Express (standard overnight delivery) to the following address:

Vall d'Hebron University Hospital
Pg. Vall d'Hebron, 119-129
Barcelona 08035
SPAIN

which is the last known work address of Dr. Baselga. A copy of the letter is attached to the present Declaration as "Exhibit A."

3. I prepared the Federal Express label myself, inserted the above-identified documents into the envelope, sealed the envelope and left it for our firm's mail services to pick up and deliver to Federal Express.

4. I subsequently received a confirmation of delivery from Federal Express, a copy of which is attached to this Declaration as "Exhibit B."


5. On June 24, 2004 I sent Dr. Basalga an e-mail requesting that he sign the documents forwarded to him on May 20, 2004 and return them to me at his earliest convenience. A copy of this e-mail is enclosed as "Exhibit C."

6. On July 30, 2004, I again sent, via Federal Express a duplicate copy of the Combined Declaration for Patent Application and Power of Attorney for Dr. Baselga's signature. A confirmation of delivery received from Federal Express is attached to this Declaration as "Exhibit D."

7. Non-signing inventor, Dr. Baselga has not contacted this firm, nor has he returned the documents (signed or unsigned).

8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issuing thereon.

Respectfully submitted,


Cheryl Rogers

Date: September 21, 2004

Heller Ehrman White & McAuliffe, LLP
Customer No. 25213
275 Middlefield Road
Menlo Park, CA 94025
Tel: (650) 324-7000
Fax: (650) 324-0638

HellerEhrman
ATTORNEYS



May 20, 2004



Via Federal Express

Ginger R. Dreger
gdreger@hewm.com
Direct (650) 324-7115
Direct Fax (650) 324-0638
Main (650) 324-7000
Fax (650) 324-0638

39740.0005

Jose Baselga
Director on Oncology
Vall d'Hebron University Hospital
Pg. Vall d'Hebron, 119-129
Barcelona 08035
SPAIN

Re: U.S. Patent Application No. 10/714,195
Title: GENE EXPRESSION PROFILING OF EGFR POSITIVE CANCER
Filed: November 14, 2003
Our Reference No.: 39740-0005A

Dear Dr. Baselga:

In order to secure an early filing date, the above-identified application was filed with an unsigned Declaration. In order to complete formalities, enclosed is a copy of the application as filed on November 14, 2003, along with a Declaration and Power of Attorney by Inventors and Assignment form. In order to maintain this filing date and sustain the pendency of the application the "formal" documents relating to this application must be executed and filed in the U.S. Patent and Trademark Office by May 24, 2004.

United States patent laws require that the application describe the invention, and the method for making and using it, completely and accurately such that a person who has an ordinary amount of skill in the technology pertaining to this invention could, after reviewing the application, make and use the invention. Additionally, the patent laws require that the application set forth the preferred implementation or "best mode" of carrying out the invention. If the application would not permit such persons of ordinary skill to make and use the invention, or if you, at this time, know of a better way to make or use your invention than that which is described in the enclosed application, please let us know immediately.

Please carefully read the enclosed patent application in connection with the above requirements, and if there is anything in the application that appears to be incomplete or inaccurate, or that may be misleading, then contact me at once.

Heller Ehrman White & McAuliffe LLP 275 Middlefield Road Menlo Park, CA 94025-3506 www.hewm.com

San Francisco Silicon Valley Los Angeles San Diego Seattle Portland Anchorage New York Washington, D.C. Madison, WI
Hong Kong Beijing Singapore Affiliated Offices: Milan Paris Rome

Please read the Declaration which is attached to the back of the application. You must carefully consider certain matters before signing the Declaration.

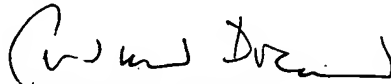
The Declaration states that there is a duty to disclose information regarding earlier developments and the like which may be material to the examination of the application. If you know of such information now or learn of any while the application is pending in the U.S. Patent and Trademark Office, please advise me promptly.

Further, the Declaration states the inventors that have been named when filing the above-identified patent application. If the inventors or you have reason to believe that any of the named inventors not be an inventor, or that anyone may have been omitted as an inventor, please contact me immediately.

You should sign and date the enclosed Declaration where indicated. **Also, you should execute both the Declaration and the Assignment on the same day. The Declaration and Power of Attorney should be signed on the same day or earlier than the Assignment, but not after.** After execution, please return the papers to us, in the enclosed Federal Express envelope, for filing in the U.S. Patent and Trademark Office.

If you have any questions or comments, please call.

Sincerely,


Ginger R. Dreger

Enclosures

Please type a plus sign (+) inside this box



PTO/SB/01 (12-97)

Approved for use through 9/30/00.OMB 0651-0032

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION (37 CFR 1.63) <input type="checkbox"/> Declaration Submitted with Initial Filing OR <input checked="" type="checkbox"/> Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16(e)) required)	Attorney Docket Number	39740-0005A
	First Named Inventor	Baker, et al.
	COMPLETE IF KNOWN	
	Application Number	10/714,195
	Filing Date	November 14, 2003
	Group Art Unit	Unassigned
Examiner Name	Unassigned	

As a below named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

GENE EXPRESSION PROFILING OF EGFR POSITIVE CANCER

(Title of the Invention)

the specification of which

☐ is attached hereto

OR

☒ was filed on

11/14/03

as United States Application Number or PCT International

Application Number 10/714,195 and was amended on (MM/DD/YYYY) (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/028 attached hereto:

I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below.

Application Number(s)	Filing Date (MM/DD/YYYY)	<input type="checkbox"/> Additional provisional application numbers are listed on a supplemental priority data sheet PTO/SB/028 attached hereto.
60/427,090	November 15, 2002	

(Page 1 of 2)

Burden Hour Statement: This form is estimated to take 0.4 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop _____, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.



Approved for use through 9/30/00.OMB 0651-0032

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I hereby claim the benefit under 35 U.S.C. 120 of any United States application(s), or 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of the application is not designated in the prior United States or PCT international application in the manner provided by the first paragraph of 31 U.S.C. 112. I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

U.S. Parent Application or PCT Parent Number	Parent Filing Date (MM/DD/YYYY)	Parent Patent Number (if applicable)

☐ Additional U.S. or PCT international application numbers are listed on a supplemental priority data sheet PTO/SB/028 attached hereto.

As a named inventor, I hereby appoint the following registered practitioner(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith: ☒ Customer Number 25213 Place Customer

OR

☐ Registered practitioner(s) name/registration number listed below

Place Customer
Number Bar
Code Label here

Name		Registration Number	

☐ Additional registered practitioner(s) named on supplemental Registered Practitioner Information sheet PTO/SB/02C attached hereto.

Direct all correspondence to: ☐ Customer Number
or Bar Code Label

OR ☐ Correspondence address below

Name	Ginger R. Dreger, Esq.					
Address	HELLER EHRMAN WHITE & McAULIFFE, LLP					
Address	275 Middlefield Road					
City	Menlo Park			State	CA	ZIP 94025
Country	USA	Telephone	650/324-7000		Fax	650/324-0638

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Name of Sole or First Inventor:

☐ A petition has been filed for this unsigned inventor

Given Name (first and middle (if any))	Family Name or Surname
Joffre B.	Baker

Inventor's Signature		Date	
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Residence: City	Montara	State	CA	Country	USA	Citizenship	USA
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Post Office Address	1400 Avery Street
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Post Office Address	
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City	Montara	State	CA	ZIP	94937	Country	USA
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☒ Additional inventors are being named on the _____ supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto:

Please Type a plus sign (+) inside this box →



PTO/SB/02A (3-97)

Approved for use through 9/30/98, OMB 0651-0032.

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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DECLARATION	ADDITIONAL INVENTOR(S) Supplemental Sheet Page <u>3</u> of <u>3</u>
--------------------	--

Name of Additional Joint Inventor, if any:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name (first and middle (if any))				Family Name or Surname			
Maureen T.				Cronin			
Inventor's Signature						Date	
Residence: City		Los Altos	State	CA	Country	USA	Citizenship
Post Office Address		771 Anderson Avenue					
Post Office Address							
City		Los Altos	State	CA	ZIP	94024	Country
City		Los Altos	State	CA	ZIP	94024	Country
Name of Additional Joint Inventor, if any:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name (first and middle (if any))				Family Name or Surname			
Steve				Shak			
Inventor's Signature						Date	
City		Hillsborough	State	CA	Country	USA	Citizenship
Post Office Address		648 Fairway Circle					
Post Office Address							
City		Hillsborough	State	CA	ZIP	94010	Country
City		Hillsborough	State	CA	ZIP	94010	Country
Name of Additional Joint Inventor, if any:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name (first and middle (if any))				Family Name or Surname			
Jose				Baselga			
Inventor's Signature						Date	
City		Barcelona	State		Country	Spain	Citizenship
Post Office Address		Ganduxer 119					
Post Office Address							
City		Barcelona	State		ZIP	08022	Country
City		Barcelona	State		ZIP	08022	Country

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Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

ASSIGNMENT OF APPLICATION

Docket Number 39740-0005A

Whereas, the undersigned:

Jose Baselga
Vall d'Hebron University Hospital
Pg. Vall d'Hebron, 119-129
Barcelona 08035
SPAIN

hereinafter termed "Inventors", have invented certain new and useful improvements in

GENE EXPRESSION PROFILING OF EGFR POSITIVE CANCER

- ☒ for which an application for United States Patent was filed on November 14, 2004, Application No. 10/714,195
☐ for which an application for a United States Patent was executed on _____, and

WHEREAS, VALL D'HEBRON UNIVERSITY HOSPITAL, a corporation having a place of business at Pg. Vall d'Hebron, 119-129, Barcelona 08035, SPAIN, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

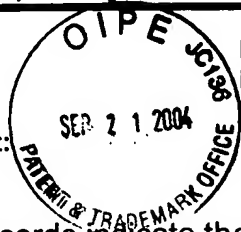
JOSE BASELGA

Date: _____

Date: _____

Rogers, Cheryl

From: FedEx [donotreply@fedex.com]
Sent: Monday, May 24, 2004 2:22 PM
To: Rogers, Cheryl
Subject: FedEx shipment 790646092062



Our records indicate that the shipment sent from CHERYL A ROGERS/HELLER EHRMANN WHITE & M to Jose Baselga/Vall d'Hebron University Ho has been delivered. The package was delivered on 05/24/2004 at 2:30 PM and signed for or released by S.ELLO.

The ship date of the shipment was 05/20/2004.

The tracking number of this shipment was 790646092062.

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To track the status of this shipment online please use the following:
[http://www.fedex.com/cgi-bin/tracking?tracknumbers=790646092062
&action=track&language=english&cntry_code=us](http://www.fedex.com/cgi-bin/tracking?tracknumbers=790646092062&action=track&language=english&cntry_code=us)

Disclaimer

FedEx has not validated the authenticity of any email address.

From: Origin ID: HGTA (650) 324-7164
 CHERYL A ROGERS
 HELLER EHRMANN WHITE & MCAULIF
 275 MIDDLEFIELD ROAD

FedEx
 Express



CL803240401

MENLO PARK, CA 94025
 UNITED STATES

SHIP TO: 011932746000

BILL SENDER

Jose Baselga
 Vall d'Hebron University Hospital
 Pg. Vall d'Hebron
 119-129
 Barcelona, 08035
 SPAIN ES

Ship Date: 20MAY04
 Actual Wgt: 3 LB
 System#: 2046305/INET1800
 Account#: S *****

Total Weight: 3 LB

REF: 39740-0005A
 DESC-1: Business Documents
 DESC-2:
 DESC-3:
 DESC-4:
 SED: NDR30.55(h)
 COUNTRY MFG:
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 0.00 USD
 T/C: S 111859426 D/T: S 111859426
 SIGN: CHERYL A ROGERS
 EIN/VAT:

INTL PRIORITY PAK

TRK# 7906 4609 2062

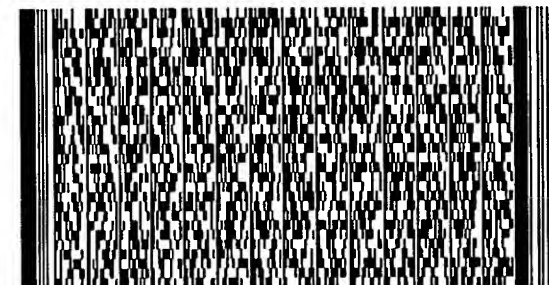
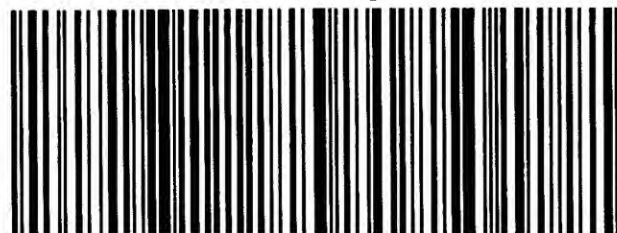
FORM
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2. Place 2 originals of the shipping label in the pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional charges, along with the cancellation of your FedEx account number.

LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. **AIR CARRIAGE NOTICE.** For any international shipments by air, the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. **ROAD TRANSPORT NOTICE.** Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. **LIMITATION OF LIABILITY.** If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may add an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **LIABILITIES NOT ASSUMED.** IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **NO WARRANTY.** We make no warranties, express or implied. **CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS.** The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. **MANDATORY LAW.** Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, **FEDERAL EXPRESS CORPORATION**, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

Rogers, Cheryl

From: Rogers, Cheryl
Sent: Thursday, June 24, 2004 1:45 PM
To: 'baselga@hg.vhebron.es'
Subject: Formal Documents for Patent Application



39740-0005A
DEC_POA.DOC



19750-0005A

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Dear Dr. Baselga:

My name is Cheryl Rogers and I am Ginger Dreger's assistant from Heller Ehrman White & McAuliffe. Ms. Dreger is the patent attorney for Genomic Health.

On May 20, 2004 I sent you a Declaration/Power of Attorney and Assignment for your signature (sent via Federal Express). As of this date I have not received the documents back. The documents were originally due for filing with the U.S. Patent & Trademark Office by April 24, 2004. However, extensions of time may be requested upon payment of the appropriate government fees. We are currently into our third month of extension fees and each month the cost rises. The final deadline to file these documents **is September 24, 2004.**

I have attached the documents to the e-mail for your convenience. Kindly, at your earliest convenience, execute the documents where indicated and return them to me via Federal Express. Failure to file these documents with the Patent & Trademark Office will result in the application becoming abandoned and potentially having to be refiled at further expense.

If you have any questions or wish additional information, please contact me. Thank you.

Cheryl Rogers | Patent Secretary |

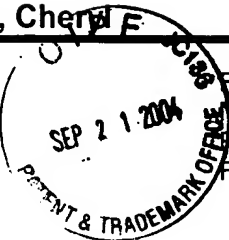
HellerEhrman | 275 Middlefield Road | Menlo Park, CA 94025

tel: 650-324-7164 | fax: 650-324-0638 | email: crogers@hewm.com | web: www.hewm.com

Heller Ehrman White & McAuliffe LLP

Rogers, Cheryl

From: FedEx [donotreply@fedex.com]
Sent: Monday, August 02, 2004 11:49 AM
To: Rogers, Cheryl
Subject: FedEx shipment 791900410640



Our records indicate that the shipment sent from Cheryl Rogers/HELLER EHRMANN WHITE & MCA to José Baselga/Vall d'Hebron University Ho has been delivered. The package was delivered on 08/02/2004 at 9:00 AM and signed for or released by C.STAMP.

The ship date of the shipment was 07/30/2004.

The tracking number of this shipment was 791900410640.

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Disclaimer

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From: Origin ID: HGTA (650) 324-7164
Cheryl Rogers
HELLER EHRMANN WHITE & MCAULIFF
275 MIDDLEFIELD ROAD

MENLO PARK, CA 94025
UNITED STATES



Ship Date: 30JUL04
Actual Wgt: 1 LB
System#: 2046305/INET1850
Account#: S *****

Total Weight: 1 LB

SHIP TO: 011932746000

BILL SENDER

Jose Baselga
Vall d'Hebron University Hospital
Pg. Vall d'Hebron
119-129
Bacelona, 08035
SPAIN ES

REF: 39740-0005A
DESC-1: Business Documents
DESC-2:
DESC-3:
DESC-4:
SED: NDR30.55(h)
COUNTRY MFG:
CARRIAGE VALUE: 0.00 USD
CUSTOMS VALUE: 0.00 USD
T/C: S 111859426 D/T: R
SIGN: Cheryl Rogers
EIN/VAT:

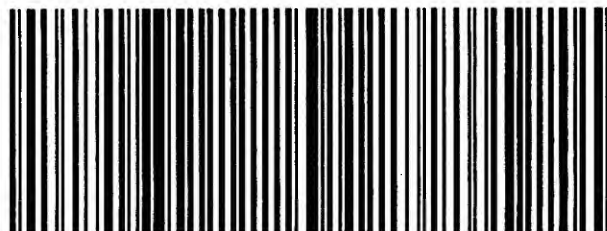
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CONSIGNEE COPY - PLEASE PLACE IN POUCH

Shipping Label: Your shipment is complete This shipping label constitutes the air waybill for this shipment.

1. Use the "Print" feature from your browser to send this page to your laser or inkjet printer. Fold the printed page along the horizontal line.

2. Place 2 originals of the shipping label in the pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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FedEx won't be liable for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **NO WARRANTY.** We make no warranties, express or implied. **CLAIMS FOR LOSS, DAMAGE OR DELAY.** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. 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